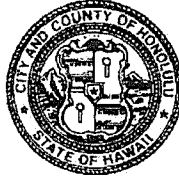


DEPARTMENT OF COMMUNITY SERVICES
CITY AND COUNTY OF HONOLULU
925 DILLINGHAM BOULEVARD, SUITE 200 * HONOLULU, HAWAII 96817
PHONE: (808) 768-7762 * FAX: (808) 768-7792
www.honolulu.gov/dcs



RICK BLANGIARDI
MAYOR

ANTON C. KRUCKY
DIRECTOR
AEDWARD LOS BANOS
DEPUTY DIRECTOR

January 17, 2023

The Honorable Tommy Waters
Chair and Presiding Officer
And Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Waters:

SUBJECT: Receipt and Expenditure of Monies from State of Hawai'i

Pursuant to Ordinance No. 22-13, Section 12(b) and 12(d), the Department of Community Services (DCS) requests the Honolulu City Council's approval for the receipt and expenditure of funds from the State of Hawai'i, Department of Human Services, Office of Youth Services, in support of DCS' Juvenile Justice Center (Attachment 1). This amendment, in addition to a previous amendment (Attachment 2), will amend the contract for a total grant award of \$270,000.00.

DCS' Juvenile Justice Center provides first-time minor law violators and their parents or legal guardians with counseling services to keep them from further involvement with the juvenile justice system.

The proposed receipt and expenditure of State funds is consistent with the State contract DHS-21-OYS-112 that was deemed approved by the City Council for the receipt and expenditure of monies from the State of Hawai'i (Attachment 3).

Thank you for your assistance. Please call me at 768-7760, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Anton C. Krucky".

Anton C. Krucky
Director

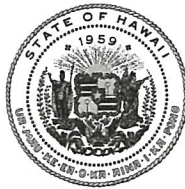
Attachments

APPROVED:

A handwritten signature in black ink, appearing to read "Michael D. Formby".

Michael D. Formby
Managing Director

Attachment 1



STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES
1010 Richards Street, Suite 314
Honolulu, Hawaii 96813

DCS/Admin
4251

December 22, 2022

Ms. Leinaala Nakamura
Assistant Administrator
City & County of Honolulu
Department of Community Services
925 Dillingham Blvd., Suite 200
Honolulu, Hawaii 96817

Dear Ms. Nakamura,

RE: Supplemental Contract No. 2 to Contract DHS-21-OYS-112

Enclosed is the supplemental contract for your signature. Read carefully through all of the pages and sign the contract documents in black or blue ink and return to our office as soon as possible but no later than January 31, 2023. The Fiscal and Budget Information page has the amount and extended time of performance for this contract.

Please reference all written correspondence, reports, and supporting documents pertaining to the contract by the contract number to ensure proper routing and timely attention. If you have any questions, please call Ana Mejia-Vasconcellos at (808) 587-5738 or email amejia-vasconcellos@dhs.hawaii.gov.

Sincerely,

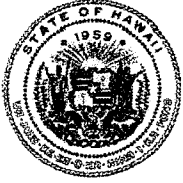
A handwritten signature in blue ink, appearing to read "Leanne Gillespie".

Leanne Gillespie
Executive Director

LG/ry

Enclosure

CONTRACT NO. DHS-21-OYS-112



STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT DHS-21-OYS-112

(Insert contract number or other identifying information)

This Supplemental Contract No. 2, executed on the respective
dates indicated below, is effective as of May 1, 20 23 between the
Department of Human Services, Office of Youth Services

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director

(Title of person signing for the STATE)

whose address is: _____

1010 Richards Street, Room 314

Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Service

(Name of PROVIDER)

("PROVIDER"), a Government Entity

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:

715 South King Street, Suite 311

Honolulu, Hawaii 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257

Hawai'i general excise tax number: N/A

SUPPLEMENTAL CONTRACT

Page 1 of 4

AG Form 103F15 (02/09)

RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract
DHS-21-OYS-112

(Insert contract number or other identifying information)

effective May 1 , 20 21 , which was amended by Supplemental Contract No(s). 1
effective May 1 , 20 22 , which was amended by Supplemental Contract No(s). N/A
effective _____ , 20 _____ , which was amended by Supplemental Contract No(s). _____
effective _____ , 20 _____ (hereinafter collectively referred to as "Contract) whereby
the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,
NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the
Contract as follows:

(Check applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the PROVIDER's change of name

FROM: _____

TO: _____

SUPPLEMENTAL CONTRACT

Page 2 of 4

as set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawai'i ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract as amended herein shall remain in full force and effect.

In view of the above, the parties execute this supplemental agreement by their signatures below.

STATE

By _____
(Signature)

Print Name Leanne Gillespie

Print Title Executive Director

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

SUPPLEMENTAL CONTRACT

Page 3 of 4

CONTRACT NO. DHS-21-OYS-112

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
 _____ COUNTY OF _____)

On this _____ day of _____, 20____, before
 me appeared _____
 and _____, to me known, to be the
 person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
 _____ and _____
 of _____,

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
 instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
 as the free act and deed of the PROVIDER.

(Notary Seal)

By _____ (Signature)

Print Name _____

Date _____

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

(Signature)

(Date)

(Print Name)

(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

City and County of Honolulu, Department of Community Services

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

* Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

THIS FORM IS DELETED AND INOPERATIVE



STATE OF HAWAII COMPENSATION AND PAYMENT SCHEDULE

Item 1 of Attachment 3, Compensation and Payment Schedule is amended as follows:

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this Supplemental Contract No. 2, the STATE agrees to pay the PROVIDER a sum of money not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)** for the supplemental contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit G and incorporated by reference.

The State of Hawai'i Contract for Health and Human Services: Transactions Exempt from Chapter 103F, HRS, Contract No. DHS-21-OYS-112, effective May 1, 2021 (Original Contract), Page 4 of 6, Item 3, Compensation, is amended as follows:

3. **Compensation.** The PROVIDER shall be compensated in a total amount for all required services not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

All other terms and conditions of the Original Contract Recitals and Contract shall remain unchanged and in effect except as further described below.

Item 1 of Attachment 3, Compensation and Payment Schedule of the Original Contract effective May 1, 2021, is amended as follows:

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this contract, the STATE agrees to pay the PROVIDER a total sum of money not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)** for the contract period, subject to the appropriation and availability of funds for each and every fiscal year.

All other terms and conditions of Attachment 3, Compensation and Payment Schedule shall remain unchanged and in effect.

FISCAL AND BUDGET INFORMATION**SOURCE OF FUNDS**

		Budget Period 1	Budget Period 2	Budget Period 3	Budget Period 4	Total
Time of Performance	From:	5/1/2021	5/1/2022	5/1/2023		
	To:	4/30/2022	4/30/2023	4/30/2024		
State General Funds		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00		\$ 270,000.00
Total State General Funds		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00		\$ 270,000.00

Federal Funds CFDA

DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540					
DOJ, OJJDP, JABG Grant	16.523					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds		\$ -				\$ -

Grand Total		\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	\$ 270,000.00
-------------	--	--------------	--------------	--------------	------	---------------

Attachment 2

DAVID Y. IGE
GOVERNOR



LEANNE GILLESPIE
ACTING EXECUTIVE DIRECTOR

Phone: (808) 587-5712
Fax: (808) 587-5734

DCS/Admin
321

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES
1010 Richards Street, Suite 314
Honolulu, Hawaii 96813

22 FEB 14 P1:36

February 11, 2022

Ms. Leinaala Nakamura
Assistant Administrator
City & County of Honolulu
Department of Community Services
925 Dillingham Blvd., Suite 200
Honolulu, Hawaii 96817

Dear Ms. Nakamura,

RE: Supplemental Contract No. 1 to Contract DHS-21-OYS-112

Enclosed is the supplemental contract for your signature. Read carefully through all of the pages and sign the contract documents in black or blue ink and return to our office as soon as possible but no later than fourteen (14) days from the date of this letter. The Fiscal and Budget Information page has the amount and extended time of performance for this contract.

Also, be sure to include your updated liability insurance certificates (General, Automobile, and Professional). Please reference all written correspondence, reports, and supporting documents pertaining to the contract by the contract number to ensure proper routing and timely attention. If you have any questions, please call me at 587-5725 or email at sahu@dhs.hawaii.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannessy Ahu".

Shannessy Ahu
Acting Program Development Officer

SA/dt

Enclosure

CONTRACT NO. DHS-21-OYS-112



STATE OF HAWAII
SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT DHS-21-OYS-112

(Insert contact number or other identifying information)

This Supplemental Contract No. 1, executed on the respective
dates indicated below, is effective as of May 1, 20 22 between the
Department of Human Services, Office of Youth Services

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director

(Title of person signing for the STATE)

whose address is: _____

1010 Richards Street, Room 314

Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Service

(Name of PROVIDER)

("PROVIDER"), a Government Entity

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:

715 South King Street, Suite 311

Honolulu, Hawaii 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257

Hawai'i general excise tax number: N/A

RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract
DHS-21-OYS-112

(Insert contract number or other identifying information)

effective May 1 , 20 21 , which was amended by Supplemental ContractNo(s). N/A
effective _____ , 20 _____ , which was amended by Supplemental ContractNo(s). _____
effective _____ , 20 _____ , which was amended by Supplemental ContractNo(s). _____
effective _____ , 20 _____ (hereinafter collectively referred to as "Contract) whereby
the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract,
NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the
Contract as follows:

(Check applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the PROVIDER's change of name

FROM: _____

TO: _____

SUPPLEMENTAL CONTRACT

Page 2 of 4

CONTRACT NO. DHS-21-OYS-112

as set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawai'i ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract as amended herein shall remain in full force and effect.

In view of the above, the parties execute this supplemental agreement by their signatures below.

STATE

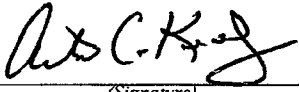
By _____
(Signature)

Print Name Leanne Gillespie

Print Title Acting Executive Director

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By 
(Signature)

Print Name _____

Print Title _____

Date _____

SUPPLEMENTAL CONTRACT

Page 3 of 4

AG Form 103F15 (02/09)

CONTRACT NO. DHS-21-OYS-112

CORPORATE SEAL
(if available)

PROVIDER

By

Ant C. King
(Signature)

(Signature)

Print Name

Print Title

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel

Deputy Attorney General

SUPPLEMENTAL CONTRACT

Page 4 of 4

AG Form 103F15 (02/09)

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, 20____, before
me appeared _____
and _____, to me known, to be the
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
_____ and _____
of _____,
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
as the free act and deed of the PROVIDER.

(Notary Seal)

By _____ (Signature)

Print Name _____

Date _____

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

City and County of Honolulu, Department of Community Services
(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

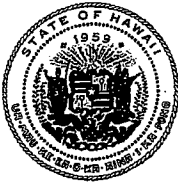
By _____
(Signature)

Print Name _____

Print Title _____

Date _____

THIS FORM IS DELETED AND INOPERATIVE

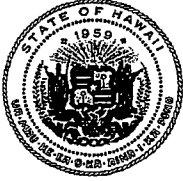


STATE OF HAWAII

TIME OF PERFORMANCE

1. The PROVIDER shall provide the work described in the Scope of Services (Attachment 1), Scope of Services for this Supplemental Contract No. 1 from **May 1, 2022 to April 30, 2023,** unless this Contract is sooner terminated.

2. The STATE, at its option, may extend this Contract in writing for two (2) consecutive 12-month periods pending the appropriation and availability of funds for each and every fiscal year and the satisfactory performance of the required services as determined by the STATE, or unless this Contract is sooner terminated.



STATE OF HAWAII COMPENSATION AND PAYMENT SCHEDULE

Item 1 of Attachment 3, Compensation and Payment Schedule is amended as follows:

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this Supplemental Contract No. 1, the STATE agrees to pay the PROVIDER a sum of money not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)** for the supplemental Contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit F and incorporated by reference.

All other terms and conditions of Attachment 3, Compensation and Payment Schedule shall remain unchanged and in effect.

FISCAL AND BUDGET INFORMATION

SOURCE OF FUNDS

		Budget Period 1	Budget Period 2	Budget Period 3	Budget Period 4	Total
Time of Performance	From:	5/1/2021	5/1/2022			
	To:	4/30/2022	4/30/2023			
State General Funds		\$ 90,000.00	\$ 90,000.00			\$ 180,000.00
Total State General Funds		\$ 90,000.00	\$ 90,000.00			\$ 180,000.00

Federal Funds	CFDA					
DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540					
DOJ, OJJDP, JABG Grant	16.523					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds		\$ -				\$ -

Grand Total		\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ 180,000.00
-------------	--	--------------	--------------	------	------	---------------

Attachment 3



**STATE OF HAWAII
CONTRACT FOR HEALTH AND HUMAN SERVICES:
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS**

This Contract, executed on the respective dates indicated below, is effective as of

May 1, 20²¹ between the _____
Department of Human Services, Office of Youth Services
(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director
(Title of person signing for the STATE)

whose address is: _____
1010 Richards Street, Suite 314
Honolulu, Hawaii 96813

and City and County of Honolulu, Department of Community Services
(Name of PROVIDER)

("PROVIDER"), a Government Entity
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:
715 South King Street, Suite 311
Honolulu, Hawaii 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257
Hawai'i general excise tax number: N/A

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- ☒ this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- ☐ this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141- 503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- ☐ this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- ☐ this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- ☐ this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- ☐ this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- ☐ this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20 ____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

EXEMPT TRANSACTIONS

3. Money is available to fund this Contract pursuant to:

(1) Act 009, 2020 SLH, item F.5. HMS 501,
(Identify state sources)

in the amount of \$90,000.00, or
(state funding)

(2) N/A,
(Identify federal sources)

in the amount of N/A, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Section 346-63, Hawaii Revised Statutes

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☐ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☒ The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly-authorized to execute contracts on behalf such government entity;
- ☐ other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

EXEMPT TRANSACTIONS

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from May 1, 20 21, to April 30, 20 22, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated ☒ in a total amount for all required services not to exceed NINETY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 90,000.00), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract. ☐ based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) May 31, 20 22. No amendment to the PROVIDER's Final Project Report shall be considered after (date) June 15, 20 22.

5. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

7. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

Department of Human Services, Office of Youth Services

1010 Richards Street, Suite 314, Honolulu, Hawaii 96813

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By _____
(Signature)

Print Name Bruce Shimoda

Print Title Executive Director

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

EXEMPT TRANSACTIONS

CONTRACT NO. DHS-21-OYS-112

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel

ERICA C. OSTERKAMP

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
 _____) SS.
 _____ COUNTY OF _____)

On this _____ day of _____, 20____, before
 me appeared _____
 and _____, to me known, to be the
 person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
 _____ and _____
 of _____,
 the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
 instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
 as the free act and deed of the PROVIDER.

(Notary Seal)

 (Signature)

Print Name _____

Date _____

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

 Notary Signature Date

NOTARY CERTIFICATION

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

City and County of Honolulu, Department of Community Services

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

THIS FORM IS DELETED AND INOPERATIVE

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.**

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

(Signature)

(Print Name)

(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. **By the Director of Human Resources Development, State of Hawai'i.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

SCOPE OF SERVICES

The PROVIDER shall, in proper and satisfactory manner, as determined by the STATE, perform all work described in this Scope of Services in strict accordance with the terms and conditions of this Contract.

I. Program Overview

Community based alternatives that divert low level offenders and youth arrested with first-time misdemeanors have been shown nationally to have positive outcomes for youth and communities. Responses that hold youth accountable for their actions (offense) at the time of their arrest, provide youth the opportunity to face consequences that make them aware and answerable for the loss, damage, or injury perpetrated upon their victim(s) or community or both. Parent and guardian involvement in the diversion process, provide awareness of the youth's behaviors, educates the family on the consequences of the juvenile justice system, and promotes positive behaviors to keep the youth from re-offending. Processing youth through the traditional juvenile justice system has the potential to increase the likelihood for youth to re-offend or recidivate, particularly for low-risk offenders. In addition, responses to divert youth from court involvement have led to decreases in the caseloads of prosecutors, judges and juvenile probation officers, a strategy to reduce the costs of the traditional court proceedings by minimizing the burden on the juvenile court system.

Diversion pathways for low level offenders are necessary to address youth needs, educate on the negative effects and consequences of the juvenile justice system, and hold youth accountable to their actions. The City and County of Honolulu, Department of Community Services (the PROVIDER) shall provide a one-time counseling session to youth arrested with a first-time misdemeanor offense and referred by the Honolulu Police Department in the island of Oahu. The one-time counseling session is offered to youth and families at will. Youth and families declining to participate will have their arrest case forwarded to the Department of the Prosecuting Attorney for traditional juvenile justice processing. Completion of services result in the arrest case diverted from further traditional processing.

II. Service Goal and Objectives

The overall goal of the one-time counseling session is to address delinquent behavior informally in the community in an effort to prevent future re-offending.

The objectives of the services include:

1. Assess the underlying causes for the arrest with the youth and parent/guardian.
2. Ensure the youth understands the impact of their offense.
3. Promote offender accountability.
4. Promote restorative justice towards the victim (if appropriate).
5. Educate the youth and the parent/guardian on the pathways of the juvenile justice system and consequences of re-offending.
6. Make referrals to services (if appropriate).



STATE OF HAWAII

SCOPE OF SERVICES

III. Service Components and Activities

A. Operational Components

The PROVIDER shall:

1. Deliver services in a safe and healthy environment. The physical environment shall:
 - a. Promote a sense of calmness and a safe space, minimizing traumatic stress for youth.
 - b. Promote youth privacy from other program participants, minimize the stigmatization of the arrest and offense.
2. The PROVIDER shall offer language assistance to participants with limited English proficiency at no cost to the individual. The PROVIDER shall:
 - a. Document the offer of language assistance and whether the individual declined or accepted the language assistance.
 - b. Prohibit from requiring individuals to bring their own interpreters with them to program services.
 - c. Be responsible for the cost of language assistance which may be claimed as an expense in accordance with the PROVIDER's proposed budget.

B. Service Delivery Approaches

The PROVIDER shall:

1. Utilize a trauma-informed approach to service delivery to effectively assist youth and their parent/guardian to successfully engage in services and achieve positive outcomes.
2. Provide services for youth within a context that promotes the understanding and appreciation of the ethnic and cultural diversity of the community.
3. Provide services that are sensitive to the unique needs, characteristics and learning styles of each participant. To the extent possible, services should match the social, emotional, and cognitive ability of youth and parent/guardian in the program.

C. Program Activities

The Provider shall:

1. Accept referrals from Honolulu Police Department for youth arrested with a first-time misdemeanor offense.
2. Contact the parent/guardian within 72 hours of receiving the referral to schedule an appointment for intake and counseling services.
3. Conduct intake with the youth and parent/guardian that includes the explanation of services, obtaining consent forms and conducting an intake that gathers information on demographics, family, legal history, education, identification of youth's strengths and skills and identification of resources requested.
4. Conduct counseling session by interviewing the youth and parent to elicit information about current arrest with charge, family dynamics, social development, trauma history, mental health needs, substance abuse, cultural



STATE OF HAWAII

SCOPE OF SERVICES

- background, educational status and grades, behavior and attendance at school, gang affiliation and other information that may be pertinent to identify resources and referrals for the youth and family.
5. Educate the youth and the parent on the juvenile justice pathways, highlighting the severity of the arrest and charge with consequences to the youth if re-offense occurs.
 6. Make recommendations and referrals to other community-based services and programs that include but are not limited to:
 - a. Mental health crisis intervention
 - b. Substance abuse treatment
 - c. Prosocial activities or positive youth development programs
 - d. List of resources for basic needs (i.e., food, clothing, shelter, etc.)
 - e. Education and employment resources and opportunities
 - f. Family counseling
 7. Establish criteria for successful and unsuccessful completion of the one-time counseling session.
 8. Record the final disposition (outcome) of the youth counseling session. Provide the youth and parent evidence of completion.
 9. Provide the youth and parent the opportunity to submit a participant satisfaction survey.
 10. Forward cases of unsuccessful completions to the Department of the Prosecuting Attorney for further processing, within 5 days of completion or no contact/response.

D. Data Management

1. The PROVIDER shall maintain a data management system to monitor and evaluate program outcomes that include, but are not limited to the following:
 - a. Youth demographics (gender, age, ethnicity, limited English proficiency).
 - b. Arrest referral information, as referenced in Part III (D)(2).
 - c. Interventions & Service Referrals (number of youth referred to services and type of service referrals).
 - d. Program Effectiveness (number of youth with successful and unsuccessful completions). Of the youth with unsuccessful completions; number of youth with missing or inaccurate contact information on the referral, number of youth with no shows, number of youth with a failed counseling session outcome.
2. The PROVIDER shall collect and submit youth offender information to the Crime Prevention and Justice Assistance Division, Juvenile Justice Information System (JJIS), a statewide information system that combines and tracks juvenile offender information from various local and state government entities. The



STATE OF HAWAII SCOPE OF SERVICES

following information shall be submitted to the JJIS in an Excel worksheet thirty (30) days after the end of each month:

- a. Date entered in PROVIDER's database
 - b. Case Type
 - c. Juvenile's Last Name
 - d. Juvenile's First Name
 - e. Gender
 - f. Age
 - g. Race
 - h. Date of Birth
 - i. Juvenile Number
 - j. Offense
 - k. Police Report Number
 - l. Counseling Site
 - m. Counseling Date
 - n. Counseling Outcome (Pass or Fail)
3. The PROVIDER shall collaborate with an evaluator designated and contracted by the STATE to analyze recidivism data. The involvement of the PROVIDER in the evaluation shall be to release data on youth demographics, offense information, interventions and referrals provided, and counseling outcome. The data shall be rendered anonymous with no identifiable youth information (names and addresses) and transferred on an Excel database encrypted and password protected. It is agreed that all parties shall disclose only information necessary to evaluate youth recidivism and if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent in writing to the other party. At no time during or after the contract period, shall "Confidential Information" be used or disclosed to others, to the extent permitted by law.

E. Program Measures and Outputs

1. The PROVIDER shall serve approximately 300 individual youth referred by the police department and achieve the following performance measures:
 - a. 95% of referred and eligible youth and family will make an appointment for the counseling session.
 - a. Number of referred youth were eligible.
 - b. Number of referred youth were not eligible and disqualified.
 - c. Number of counseling appointments made.
 - b. 85% of referred youth will participate in the counseling session.
 - a. Number of youth failed to show up.
 - b. Number of youth completed intake.
 - c. Number of youth participated in counseling session.
 - c. 85% of youth participating in the counseling session will have a successful completion.
 - a. Number of youth completed and passed the counseling session.



STATE OF HAWAII

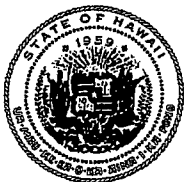
SCOPE OF SERVICES

- b. Number of youth completed and failed the counseling session.
 - d. 50% of youth participating in the counseling session will receive a referral to other services.
 - a. Number of youth received a referral to services.
 - b. Number of youth received community resource information.
 - c. List of service referrals provided to youth.
 - 2. The PROVIDER may develop additional performance measures as mutually agreed upon with the STATE.
- F. Partnership Management
 - 1. The PROVIDER shall establish and maintain partnerships and collaborations with private and public youth serving agencies to cultivate a network of services and contribute to system improvements. Partnerships and collaborations shall include but not be limited to:
 - a. Annual meetings with the Police Department to address referral protocols, service delivery issues, barriers and overall coordination of referrals.
 - b. Annual meetings with juvenile justice government entities that provide services to youth and/or are responsible for processing youth information. The PROVIDER shall enhance information sharing across agencies, policy recommendations, and address barriers affecting youth involved in multisystems.
 - c. Engage in networking opportunities with community-based youth serving agencies to actively participate in identifying and prioritizing needs and services and expand resource availability.

IV. Other Service Requirements

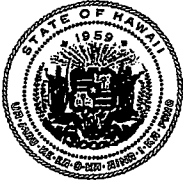
The PROVIDER shall:

- A. Ensure that the time and effort of program staff are appropriately allocated to provide all of the program activities as identified in Part III Service Components and Activities. These activities shall correlate with and be in proportion to the overall program goals, objectives, performance targets and outcomes.
- B. Not utilize youth targeted for this Contract for any PROVIDER solicitation or political campaign purposes.
- C. Not charge youth or their families for program services provided under this Contract without prior approval of the STATE.
- D. Submit to the STATE, if applicable, subcontracts, memoranda of agreements and working agreements with other agencies for services under this Contract prior to the services being provided for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of this Contract. Upon the request of the STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of this Contract.



STATE OF HAWAII
TIME OF PERFORMANCE

1. The PROVIDER shall provide the work described in the Scope of Services (Attachment 1) of this contract for the contract period from May 1, 2021 to April 30, 2022, unless this Contract is sooner terminated. The contract period is comprised of Budget Period 1 (May 1, 2021 to April 30, 2022).
2. The STATE, at its option, may extend this Contract in writing for three (3) consecutive 12-month periods pending the appropriation and availability of funds for each and every fiscal year and the satisfactory performance of the required services as determined by the STATE, or unless this Contract is sooner terminated.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this contract, the STATE agrees to pay the PROVIDER a total sum of money not to exceed **NINETY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$90,000.00)** for the contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit A and incorporated by reference.
2. **METHOD OF PAYMENT.** Payments shall be made on a cost-reimbursable basis and in accordance with and subject to the following:
 - a. After the end of each month of the contract period the PROVIDER shall submit an original invoice for costs incurred on the services provided in accordance with the Scope of Services. A final invoice shall be submitted by the PROVIDER no more than forty-five (45) days after the end of the contract period.
 - b. A three-month expenditure report is due thirty (30) calendar days after the end of every third month of the contract period. A final expenditure report is due thirty (30) calendar days after the end of each budget period. All expenditures reported by the PROVIDER shall be subject to review by the STATE. If the STATE determines the expenditures to be reasonable, necessary, and authorized by the contract, the STATE shall approve them. If the STATE determines any expenditures to be unreasonable, unnecessary, or not authorized by the contract, the STATE shall deduct those expenditures from the total expenditures reported and shall adjust payment accordingly.
 - c. A final reconciliation between the amount paid to the PROVIDER and the total expenditures reported will be done at the conclusion of the budget period. Any amount due to the PROVIDER shall be paid if all required reports and documents were submitted and accepted by the STATE. Any amount due to the STATE shall be refunded by the PROVIDER within thirty (30) days of written notification.
 - d. The PROVIDER shall be paid the total expenditures reported less any amounts found to be unreasonable or unallowable, subject to audit. If the total exceeds the budgeted amount, the PROVIDER shall be paid the budgeted amount.
 - e. Line item expenditures that were 10% below or above the budget amount and more than \$500 shall require an explanation on the final expenditure report.
3. **COST PRINCIPLES.** The expenditure reports shall be completed in accordance with the State of Hawaii, State Procurement Office, Chapter 103F, HRS – Cost Principles, Purchases of Health and Human Services and when applicable, in accordance with 2 CFR Part 200, Subpart E – Cost Principles for Federal Awards.
4. **BUDGET AND REVISIONS.** A contract budget is required to be submitted by the PROVIDER for review and approval by the STATE. The PROVIDER will be allowed to submit a revised



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

budget, subject to approval by the STATE, anytime up to thirty (30) days prior to the end of the Contract period. Should the STATE in its discretion not approve a budget revision, the PROVIDER shall make corrections until the budget revision is acceptable and is approved by the STATE. A budget revision is required to be submitted by the PROVIDER for review and approval by the STATE for the following situations:

- a. Moving costs between categories (i.e. Other Current Expenses and Personnel Costs).
- b. Revisions of any budget line items that require detailed justification as indicated by an asterisk on Contract Budget Form OYS-205.
- c. Salary increases and any other expenditures that require prior approval in accordance with the Cost Principles.
- d. As requested by the STATE.

5. **REFUND PAYMENTS FOR SERVICES NOT AUTHORIZED.** The PROVIDER agrees to refund moneys received from the STATE for any family or individual or unit of service which was not authorized by the STATE. Such refunds shall be made within thirty (30) calendar days of written notification by the STATE. Should the refund not be forthcoming due to a disagreement between both parties, such dispute shall be submitted to the head of the purchasing agency for resolution.
6. **REPORTING PENALTY.** Should the PROVIDER fail to file any of the written program or expenditure reports with the STATE on or before the required dates as set forth in the Special Conditions and this Attachment, the STATE is authorized to withhold funds owed to the PROVIDER until the reports are submitted, reviewed, and deemed acceptable by the STATE.
7. **PAYMENTS IN ACCORDANCE WITH CHAPTER 40, HRS.** All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
TABLE OF CONTENTS**

	<u>Page(s)</u>
1. Representations and Conditions Precedent.....	1
1.1 Contract Subject to the Availability of State and Federal Funds.....	1
1.1.1 State Funds.....	1
1.1.2 Federal Funds.....	1
1.2 Representations of the PROVIDER.....	1
1.2.1 Compliance with Laws	1
1.2.2 Licensing and Accreditation	1
1.3 Compliance with Laws	1
1.3.1 Smoking Policy	1
1.3.2 Drug Free Workplace.....	1
1.3.3 Persons with Disabilities.....	2
1.3.4 Nondiscrimination.....	2
1.4 Insurance Requirements.....	2
1.5 Notice to Clients	2
1.6 Reporting Requirements	3
1.7 Conflicts of Interest.....	3
Documents and Files	3
Confidentiality of Material	3
Proprietary or Confidential Information	3
Uniform Information Practices Act	3
2.2 Ownership Rights and Copyright.....	3
2.3 Records Retention.....	3
3. Relationship between Parties	4
3.1 Coordination of Services by the STATE	4
3.2 Subcontracts and Assignments	4
3.3 Change of Name	4
Independent Contractor Status and Responsibilities, Including Tax Responsibilities	4
Independent Contractor.....	4

Contracts with other individuals and entities.....	4
PROVIDER's employees and agents.....	5
PROVIDER's Responsibilites	5
Personnel Requirements.....	6
Personnel.....	6
Requirements	6
4. Modification and Termination of Contract.....	6
4.1 Modifications of Contract.....	6
4.1.1 In writing.....	6
4.1.2 No oral modification.....	6
4.1.3 Tax clearance	6
4.2 Termination in General.....	6
4.3 Termination for Necessity or Convenience	7
4.4 Termination by PROVIDER.....	7
4.5 STATE's Right of Offset.....	7
Indemnification	7
5.1 Indemnification and Defense	7
5.2 Cost of Litigation.....	7
6. Publicity	8
6.1 Acknowledgment of State Support.....	8
6.2 PROVIDER's publicity not related to contract	8
7. Miscellaneous Provisions.....	8
7.1 Nondiscrimination.....	8
7.2 Paragraph Headings	8
7.3 Antitrust Claims.....	8
7.4 Governing Law	8
7.5 Conflict between General Conditions and Procurement Rules.....	8
7.6 Entire Contract.....	8
7.7 Severability	9
7.8 Waiver.....	9

7.9	Execution in Counterparts.....	9
8.	Confidentiality of Personal Information.....	9
8.1	Definitions.....	9
8.1.1	Personal Information.....	9
8.1.2	Technological Safeguards.....	9
8.2	Confidentiality of Material	10
8.2.1	Safeguarding of Material	10
8.2.2	Retention, Use, or Disclosure	10
8.2.3	Implementation of Technological Safeguards	10
8.2.4	Reporting of Security Breaches	10
8.2.5	Mitigation of Harmful Effect	10
8.2.6	Log of Disclosures	10
8.3	Security Awareness Training and Confidentiality Agreements.....	10
8.3.1	Certification of Completed Training.....	10
8.3.2	Certification of Confidentiality Agreements	10
8.4	Termination for Cause	11
8.5	Records Retention.....	11
8.5.1	Destruction of Personal Information.....	11
8.5.2	Maintenance of Files, Books, Records	11

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

- 4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.
- 4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- 4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

- 4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. **Publicity**

- 6.1 **Acknowledgment of State Support.** The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 **PROVIDER's Publicity Not Related to Contract.** The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. **Miscellaneous Provisions**

- 7.1 **Nondiscrimination.** No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 **Paragraph Headings.** The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 **Antitrust Claims.** The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 **Governing Law.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 **Conflict between General Conditions and Procurement Rules.** In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 **Entire Contract.** This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.



STATE OF HAWAII SPECIAL CONDITIONS

1. **Deletion of Contract Pages.** The PROVIDER'S ACKNOWLEDGEMENT, the PROVIDER'S STANDARDS OF CONDUCT DECLARATION, and the CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE are deleted and inoperative.
2. **Deletion of General Conditions.** For purposes of the Contract, the following General Conditions are deleted and have no operative effect as between the parties:
 - a. Paragraph 1.4
 - b. Paragraph 3.4.3
 - c. Paragraph 3.4.4
 - d. Paragraph 4.1.3
 - e. Paragraph 5.1
 - f. Paragraph 5.2
3. **Confidential Information.** In addition to Paragraph 2.1, Confidentiality of Material, General Conditions, the PROVIDER further agrees to the following:

All information and records about or for the clients served, secured from clients, the STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Contract, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To ensure the confidentiality of all such information and records, the PROVIDER shall immediately notify the STATE when inquiries for information, including subpoenas are made to the PROVIDER. The PROVIDER shall submit copies of all written requests for information, as well as subpoenas, to the STATE.
4. **Maintain Records.** In addition to Paragraph 2.3, Records Retention, General Conditions. The PROVIDER further agrees as follows:

The PROVIDER shall maintain statistical, clinical, and administrative records pertaining to services of this Contract. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Contract. All records shall be retained and made accessible for a minimum of six years after the date of submission of the PROVIDER's final report to the STATE; provided that, in the event any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 6-year period, the PROVIDER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 6-year retention period, whichever occurs later.
5. **Equipment.** All equipment purchased with contract funds under this Contract including items of personal property, as distinguished from real property, that has an acquisition cost of \$1,000.00 or more per item and with an expected life of more than one year, shall remain the property of the STATE. All equipment purchased with contract funds must have prior approval from the STATE before purchase to be allowable. Following the Contract period, all equipment shall be



STATE OF HAWAII
SPECIAL CONDITIONS

reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.

6. **Publications.** The PROVIDER shall submit all reports and written publications resulting from this Contract for review, comment and approval prior to publication. Any publications (written, visual or sound), whether published at the PROVIDER's or STATE's expense, shall contain the following statements (Note: This excludes press releases, newsletters, and issue analyses):

This project was supported by a Contract from the Office of Youth Services, Department of Human Services, State of Hawaii (and if applicable, the name and federal award number of a federal grant funding the contract).

The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of Youth Services (and if applicable, the federal grant agency).

7. **HIPAA.** In this Contract "HIPAA" means the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, Pub. L. No. 104-191. PROVIDER is a "health care provider" under HIPAA. A "covered entity" is a health care provider that transmits information in a standard electronic transaction under 45 CFR Parts 160 and 162. If PROVIDER is or becomes a "covered entity", then PROVIDER must comply with all of the rules adopted to implement HIPAA, including rules for privacy of individually identifiable information, security of electronic protected health information, transactions and code sets, and national employer and provider identifiers. See 45 CFR Parts 160, 162, and 164.
8. **Federal Audit Requirement.** The PROVIDER, when required, shall have an independent certified public accountant conduct a financial and compliance audit in accordance with the guidelines of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **Campaign Contributions by State and County PROVIDERS Prohibited.** The PROVIDER agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State or County government PROVIDER during the term of the contract if the PROVIDER is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.
10. **Interpreter Services.** The PROVIDER shall:
- Provide interpreters for persons with limited English proficiency to ensure equal access to services;
 - Notify applicants, potential applicants, and recipients of services of their right to free interpreter services;
 - Be prohibited from using minors (no one under the age of 18) as interpreters; and
 - Submit the Language Access Reporting Tool (LART) Report after the end of each quarter, attached hereto as Exhibit E and incorporated by reference.



STATE OF HAWAII

SPECIAL CONDITIONS**11. Administrative Requirements.**

a. The PROVIDER shall ensure that all its employees, prospective employees, volunteers and all its subcontractors' employees, prospective employees, and volunteers in positions that necessitate direct involvement or close proximity to youth do not have a criminal history or background that poses a risk to youths. The PROVIDER shall conduct employment and reference checks on all of its employees, prospective employees, and volunteers. In addition, the PROVIDER shall conduct criminal history record checks (State and FBI Criminal History Check, Sex Offender Registry, and the Child Abuse and Neglect Registry Clearance), as allowed or required by statutes or rules, for any person who is employed, may be employed, or volunteers in a position that necessitates close proximity to children or adolescents. The PROVIDER shall maintain documentation of criminal history record checks in the employee, prospective employee or volunteer's personnel file and shall make that documentation available for review upon request by the STATE. The PROVIDER shall conduct criminal history record checks, except for the FBI fingerprint check, annually. If any check required by this paragraph:

- i. Reveals that an employee, prospective employee, or volunteer of the PROVIDER or of a subcontractor has been convicted of an offense for which incarceration is a sentencing option, or
- ii. Raises cause for concern that an employee, prospective employee, or volunteer of the PROVIDER or of a subcontractor may pose a risk to the health, safety, or well-being of youth receiving direct services by that employee, prospective employee, or volunteer,

the PROVIDER shall immediately notify the STATE orally and in writing and shall discuss the matter with the STATE. The PROVIDER shall take action as specified by the STATE to resolve the issue. To resolve the issue, the STATE may require the PROVIDER or a subcontractor to refuse employment to an applicant for employment, terminate the employment of an employee, or terminate the services of a volunteer.

- b. Ensure that employees are trained and knowledgeable in working with and understanding the programmatic, security issues and concerns regarding the target population prior to providing direct services.
- c. Meet with the STATE to discuss any aspect of this Contract.
- d. Meet with the STATE and other agencies on a yearly basis to discuss social and systemic issues in the juvenile justice system including but not limited to processes for referral, youth needs, program outcomes and recommendations for systemic improvements.
- e. Submit to the STATE prior to the execution of this Contract, a completed STATE Administrative Assurances, Form 5 attached hereto as Exhibit B and incorporated by reference.



STATE OF HAWAII
SPECIAL CONDITIONS

- f. For the term of this Contract, the PROVIDER shall utilize the system of process and outcomes evaluation developed by the STATE. Until such time that the PROVIDER receives notice that the reporting forms and requirements have been amended, the PROVIDER shall:
- i. Specify and submit to the STATE the numerical targets and milestones on Performance Plan, Form 4-1 attached hereto as Exhibit C and incorporated by reference. The Performance Plan is due no later than thirty (30) days after execution of this Contract.
 - ii. Submit to the STATE as a quarterly Program Report the Performance Report, Form 10 attached hereto as Exhibit D and incorporated by reference. The quarterly Performance Reports are due thirty (30) calendar days after the end of each quarter.
 - iii. Submit to the STATE as the final Program Report for each budget period the Performance Report, Form 10. The final Program Report for each budget period is due thirty (30) calendar days after the end of the last quarter of each budget period.
 - iv. Use appropriate computer hardware and software to record, monitor and report various data. All data (or client management database system) shall be submitted to the STATE in signed hardcopy form. Copies shall be clearly labeled with the PROVIDER's name, Contract number, and the quarter for which the data are being submitted.
- g. Submit any additional reports, amended forms, or information that the STATE may require or request within ten (10) working days of notification.
12. **Quality Assurance and Evaluation Specifications.** This Contract shall be monitored by the STATE in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Contract monitoring shall include but may not be limited to:
- a. Review program services and reports, including but not limited to, outcomes plan, performance measures, quarterly reports, and other documents submitted to the STATE.
 - b. Review, amendment, and approval of budget, budget revisions, invoices, and expenditure reports, as deemed appropriate by the STATE.
 - c. Periodic site visits to review major program service areas, such as staff qualification, organization, and effectiveness; outcomes planning, implementation, and evaluation; collaboration efforts; file maintenance and record keeping; facility accessibility, suitability, and safety; transportation and other liability issues; and consumer satisfaction. Site visits can be announced or unannounced.
 - d. Access by the STATE to all of the PROVIDER's materials, files, and documents relating to the provision of services. In addition, the STATE may, at its discretion, observe individual, group, and educational sessions conducted by the PROVIDER.

FISCAL AND BUDGET INFORMATION

SOURCE OF FUNDS

		Budget Period 1	Budget Period 2	Budget Period 3	Budget Period 4	Total
Time of Performance	From:	5/1/2021				
	To:	4/30/2022				
State General Funds		\$ 90,000.00				\$ 90,000.00
Total State General Funds		\$ 90,000.00				\$ 90,000.00

Federal Funds		CFDA				
DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540					
DOJ, OJJDP, JABG Grant	16.523					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds		\$ -				\$ -
Grand Total		\$ 90,000.00				\$ 90,000.00

The Office of Youth Services
ADMINISTRATIVE ASSURANCES
 (Revised 06/4/2015)

Provider:	Contract Period:
Contract Number:	

Instructions: Please complete the Administrative Assurances Form and send it to the Office of Youth Services (1010 Richards Street, Suite 314, Honolulu, Hawaii 96813) by **5/30/21**. The Office of Youth Services may require the Provider to produce documents and other evidence, as requested, to verify the information contained herein.

CIVIL RIGHTS ASSURANCES	Yes	No	Comments
Written policies and procedures prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, gender, sexual orientation, age, disability, or Limited English Proficiency (LEP) are posted and displayed in waiting and rest areas in all buildings and on file.			
Written policies ensuring the security of confidential staff and client records have been implemented.			
All direct service administrative and program staff (check one):			
<input type="checkbox"/> Have received training in Civil Rights issues, in particular sexual orientation and LEP issues.			
<input type="checkbox"/> Are scheduled to receive training in Civil Rights issues, in particular sexual orientation and LEP issues.			

ORGANIZATIONAL ASSURANCES	Yes	No	Comments
Written policies prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, gender, sexual orientation, age or disability are posted and on file.			
A current organizational chart delineating the organization's lines of authority and supervision is on file.			
A list of the current Board of Directors and minutes of the meetings are maintained on file.			
The Board of Directors regularly receives operations reports.			
A written smoking policy has been implemented.			
A written drug free work place policy has been implemented.			
A Quality Assurance Plan has been implemented. That plan includes:			
a. A written policies and procedures.			
b. A staff person or committee assigned to monitor Quality Assurance.			
c. An annual consumer satisfaction survey of recent and current clients.			

The Office of Youth Services
ADMINISTRATIVE ASSURANCES

(Revised 06/4/2015)

d. An annual community satisfaction survey of agencies and/or community members collaborating with the Provider.			
e. A utilization review process to assess the degree to which the services are accessed by the community.			
f. An annual program performance review.			
g. Staff participation in the agency evaluation.			
A policy or procedure to ensure that all printed information supported or funded by this contract clearly acknowledges the Office of Youth Services as the funding agency has been implemented.			
Written approval from the Office of Youth Services giving approval to hire subcontractor(s) is on file.			
If transportation services are provided, written policies and procedures have been implemented to ensure that all vehicles used (agency-owned and privately-owned) meet the State's safety standards and are in good working condition.			
Written policies and procedures have been implemented to ensure that youth are not charged any fees for program services.			
Written policies and procedures have been implemented to ensure that youth are not used for solicitation or for political campaigning purposes.			

PERSONNEL ASSURANCES	Yes	No	Comments
Written personnel policies and procedures are implemented, updated, and accessible to all staff.			
The current job description for each staff member includes the required minimum qualifications.			
All staff meets the minimum qualifications for respective positions.			
Each staff person has receives compensation information that describes:			
a. Salary range for each position.			
b. How salary increases are earned.			
c. The fringe benefits.			
All staff, including volunteers, in positions that necessitate direct involvement or close proximity to youth, do not have a criminal history or background that poses a risk to youth, and are subject to criminal history record checks (State and FBI Criminal History Check, Sex Offender Registry, and the Child Abuse and Neglect Registry Clearance), as allowed by statutes or rules, and to meet the standards covered under the Prison Rape Elimination Act (PREA). Maintain documentation of criminal history record checks in the employee/volunteer's personnel file. Criminal history record			

The Office of Youth Services
ADMINISTRATIVE ASSURANCES
 (Revised 06/4/2015)

checks, except for the FBI fingerprint check, are conducted annually.			
Written policies and procedures for staff training describe:			
a. An assessment of training needs.			
b. A staff development and training plan (including working with LGBT youth to assure safety and civil rights) that identifies opportunities for continuing education and/or in-service training.			
Probation evaluations of all new employees are conducted.			
Annual performance evaluations of employees are conducted.			
Employees are given the opportunity to participate in the evaluation of their performances.			
Personnel records are maintained in a confidential manner.			
Exit interviews are conducted with all staff leaving the organization.			

CLIENT SERVICES ASSURANCES	Yes	No	Comments
Policies and procedures for serving clients provide details for:			
a. Assuring clear admission/discharge criteria.			
b. Obtaining consent from parent(s)/guardian(s) to provide services to the clients.			
c. Maintaining the confidentiality of the clients.			
d. Developing, implementing and monitoring an individualized service plan.			
e. Obtaining consent to release information.			
f. Acknowledging the rights and responsibilities of the clients.			
g. Informing clients how to file complaints and grievances with the Provider.			
h. Maintaining progress notes.			
i. Providing follow-up services after discharge.			

I, _____, a duly authorized representative for _____, hereby affirm that the information contained herein is true and factual to the best of my knowledge. Further, the information contained herein can be supported by documents or other information that the agency has on file, and the Office of Youth Services may review such information as requested.

 Date

 Signature

STANDARDS FOR FACILITIES AT WHICH DIRECT SERVICES ARE PROVIDED

The Office of Youth Services
ADMINISTRATIVE ASSURANCES
 (Revised 06/4/2015)

(Please complete one form per Facility)

Name of Facility	Address of Facility	Telephone Number	Name of Staff Overseeing Facility

Please indicate the status of each standard as appropriate.

STANDARDS	Yes	No	Comments
The facility meets all OSHA standards as may be applicable. Please indicate the date of the last OSHA inspection if applicable.			
The facility meets all ADA standards that may be applicable.			
The facility and furnishings are clean and in good condition.			
The facility has sufficient space to provide services without overcrowding.			
A fire inspection is conducted regularly, if appropriate. Please indicate the date of the last fire inspection.			
Fire extinguishers are available and are not obstructed or obscured from view.			
A diagrammed fire escape plan is clearly visible and easy to understand.			
Emergency exits are easy to locate and are not obstructed from access.			
A sanitation inspection is conducted regularly, if appropriate. Please indicate the date of the last sanitation inspection.			
The facility meets all applicable operating licensing/certification requirements.			

I, NAME OF INDIVIDUAL, a duly authorized representative for PROVIDER, hereby affirm that the information contained herein is true and factual to the best of my knowledge. Further, the information contained herein can be supported by documents or other information that the agency has on file, and the Office of Youth Services may review such information as requested.

Date

Signature

**Office of Youth Services
PERFORMANCE PLAN**

PROVIDER: _____ Contract Number: DHS-____-OYS--_____ Contract Start Date: Click here to enter a date. Contract End Date: Click here to enter a date.	Service Area for This Contract (Check One): <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Attendant Care <input type="checkbox"/> Intensive Monitoring <input type="checkbox"/> HYCF Aftercare <input type="checkbox"/> Project-Based Cultural <input type="checkbox"/> Non-School Hours <input type="checkbox"/> Outreach & Advocacy <input type="checkbox"/> Family Support </div> <div style="width: 48%;"> <input type="checkbox"/> Positive Youth Development <input type="checkbox"/> Residential Emergency Shelter <input type="checkbox"/> Residential Intensive <input type="checkbox"/> Residential Intensive/ILP <input type="checkbox"/> Residential ILP <input type="checkbox"/> Truancy Prevention <input type="checkbox"/> Other: _____ </div> </div>	Date Submitted 	Prepared By (Signature) 	Date Approved 	Approved By (Signature)
		OYS Approval Date: _____ Approved by: _____			

Target Group Description

Target Type Codes (Use to Code Targets on the Following Pages)	Risk Level Targeted (Check One or More)	Regions Targeted (Check One or More)
Risk Factors		
RF1 Reduce Delinquency (Including All Status Offense)	<input type="checkbox"/> Risk Level I • At-risk for violence, substance abuse, and/or criminal activity due to geographic, ethnic, or socioeconomic factors.	<input type="checkbox"/> Statewide (All Islands) <input type="checkbox"/> Oahu (All) <input type="checkbox"/> Oahu: Central <input type="checkbox"/> Oahu: Honolulu <input type="checkbox"/> Oahu: Leeward <input type="checkbox"/> Oahu: Windward <input type="checkbox"/> Hawaii (All) <input type="checkbox"/> Hawaii: East <input type="checkbox"/> Hawaii: West <input type="checkbox"/> Kauai (All)
RF2 Reduce Arrests		
RF3 Reduce Disproportionate Minority Contact (DMC)		
RF4 Reduce Substance Use, Abuse		
RF5 Reduce Anger, Violence	<input type="checkbox"/> Risk Level II Any One of the Following: • Status offender: Chronically truant, runaway. • Involved in gangs, violence, or substance abuse. • Experiencing serious family problems. • Abused and/or neglected.	
RF6 Reduce Gang Activity		
RF7 Reduce Risk for Pregnancy		
RF8 Reduce Alienation		
Protective Factors		
PF1 Increase Accountability and Independent Living Skills	<input type="checkbox"/> Risk Level III Any One of the Following: • Any characteristic of Level II, but also has immediate need for food, shelter, clothing, and/or medical treatment. • Involved in felony activity. • Court adjudicated. • At-risk for out-of-home placement. • At-risk for secure confinement.	<input type="checkbox"/> Maui (All) <input type="checkbox"/> Maui: Lanai <input type="checkbox"/> Maui: Molokai
PF2 Improve Family Relationships		
PF3 Increase Connectedness with Community		
PF4 Increase Cultural Awareness, Appreciation		
PF5 Improve Self-Image, Self-Esteem		
PF6 Increase Pro-social Behavior and Social Competency		
PF7 Increase Health, Physical Competencies		
PF8 Increase Educational Competency (Improve GPA, Attendance)		
PF9 Increase Vocational Competency (Career Exploration, Job Training)		
PF10 Increase Family, Community Support of Youth's Program		
Major Life Domains Targeted		
D1 Individual		
D2 Peer		
D3 Family		
D4 Community		

Performance Plan

Instructions:

1. Referencing the Scope of Services, fill in performance target information, including sources of verification (i.e., "Youth Self-Reports", "Grades.")
2. Fill in projections (P) for number of youth expected to achieve each milestone in each quarter. **SUBMIT THIS PLAN TO OYS within thirty (30) calendar days of contract execution.**
3. Each quarter fill in actual (A) number of youth achieving each milestone. This tool is intended to help you track and submit the Performance Report (Form 10) every quarter. **DO NOT SUBMIT TO OYS, BUT KEEP ON FILE.**

Performance Target & Milestones														
PT #1	Performance Target from Scope of Services:													
Type (See Target Type Codes):			1st		2nd		3rd		4th		One Year			
Milestones		Sources of Verification	#Carryovers	P	A	P	A	P	A	P	A	Year Goal	YTD Actual	*Releases To Date
a.	Milestone (Registration):													
b.	Milestone:													
c.	Milestone:													
c	Milestone:													
d.	Milestone (Last Milestone Is Achieving the Performance Target):													

*Release = No Shows, Released for Misconducts, Dropouts, Transferees/Referrals. Do Not Release Youths Who Complete the Program.
 #Carryovers = Numbers of Youth Carried Over from the Previous OYS Budget Period ***Under this Contract.***
 To add additional Performance Targets and unlock restricted editing, use password OYS.

Performance Plan

PT #2	Performance Target from Scope of Services:													
Type (See Target Type Codes):			1st		2nd		3rd		4th		One Year			
	Milestones	Sources of Verification	#Carryovers	P	A	P	A	P	A	P	A	Year Goal	YTD Actual	*Releases To Date
a.	Milestone (Registration):													
b.	Milestone:													
c.	Milestone:													
c	Milestone:													
d.	Milestone (Last Milestone Is Achieving the Performance Target):													

*Release = No Shows, Released for Misconducts, Dropouts, Transferees/Referrals. Do Not Release Youths Who Complete the Program.

#Carryovers = Numbers of Youth Carried Over from the Previous OYS Budget Period ***Under this Contract.***

To add additional Performance Targets and unlock restricted editing, use password OYS.

Performance Plan

PT#	Performance Target from Scope of Services:													
Type (See Target Type Codes):			1st		2nd		3rd		4th		One Year			
Milestones		Sources of Verification	#Carryovers	P	A	P	A	P	A	P	A	Year Goal	YTD Actual	*Releases To Date
a.	Milestone (Registration):													
b.	Milestone:													
c.	Milestone:													
c	Milestone:													
d.	Milestone (Last Milestone Is Achieving the Performance Target):													

*Release = No Shows, Released for Misconducts, Dropouts, Transferees/Referrals. Do Not Release Youths Who Complete the Program.

#Carryovers = Numbers of Youth Carried Over from the Previous OYS Budget Period ***Under this Contract***.

To add additional Performance Targets and unlock restricted editing, use password OYS.

****REPORTING PENALTY****

Should the PROVIDER fail to file any of the written program or expenditure reports with the STATE on or before the required dates as set forth in the Scope of Services and this Attachment, the STATE is authorized to withhold funds owed to the PROVIDER until the reports are submitted, reviewed, and deemed acceptable by the STATE.

**Office of Youth Services
PERFORMANCE REPORT**

Instructions:




- Submit one report for All Direct Service Targets described in OYS Form 4-1, "Performance Plan."
- Mail a signed Original to the Office of Youth Services, 1010 Richards Street, Suite 314, Honolulu, HI 96813.
- This form is to be used to report cumulatively. Additional narrative information may be added to each subsequent report after the initial reporting period. Password to unlock restricted editing is "OYS".

	↓ This document is submitted as:	Date Submitted	Prepared by (Signature)	Date Approved	Approved by (Signature)
Provider Name: _____	<input type="checkbox"/> Budget Period Quarterly Narrative Report for the months of: <input type="checkbox"/> Quarter 1 <input type="checkbox"/> Quarter 2 <input type="checkbox"/> Quarter 3 <input type="checkbox"/> Quarter 4				
Contract Number: DHS-____-OYS-____					
Contract Start Date: Click here to enter a date. Contract End Date: Click here to enter a date.	<input type="checkbox"/> Final Quarter Report	OYS Approval Date: Approved by:			

NARRATIVE REPORT

Fill-in answers after each question. Add additional narrative paragraphs each quarter, labeling the narrative by quarters (i.e., JAS, OND, JFM, AMJ, etc).

During the past reporting period:

1. What were the major accomplishments towards achieving the performance targets established for this program? What activities proved to be especially effective?

2. Which risk factors and protective factors were addressed and to what degree were the respective factors reduced or enhanced? (See below for target risk and protective factors).

3. In reviewing the Scope of Services for this program, which components have been successfully implemented or achieved in the program services? Which components have been difficult to implement, and why?


Office of Youth Services
PERFORMANCE REPORT

4. What challenges did the program face during this reporting period? How were these issues resolved? If not resolved, what are the plans for resolving these issues?



5. Please provide other comments or observations that will help the OYS understand the progress of this contract at this time.



ADDENDUM FOR THE FINAL QUARTER OF EACH BUDGET PERIOD

6. Identify which performance targets were achieved and which were not. If performance targets were not achieved, provide a probable explanation for why not.



7. Please describe any curriculum model or program activity that proved to be consistently effective.



8. What changes, if any, do you anticipate making to the program design and implementation plan? How can OYS help you with program design or implementation?

